

Provisional text

JUDGMENT OF THE COURT (First Chamber)

8 October 2026 (*)

(Reference for a preliminary ruling – Social policy – Directive 2003/88/EC – Right to paid annual leave – Article 7(1) – Article 31(2) of the Charter of Fundamental Rights of the European Union – Framework agreement on part-time work concluded by UNICE, CEEP and the ETUC – Clause 4.1 – Framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP – Clause 4.1 – Principle of non-discrimination – Principle pro rata temporis – Accumulation of separate contracts of employment – Teaching staff hired on the basis of a full-time employment contract of indefinite duration and a part-time fixed-term employment contract – Remuneration payable in respect of paid annual leave calculated solely on the basis of the full-time employment contract of indefinite duration – Meal allowance granted solely in relation to the actual working time completed in performing the full-time employment contract of indefinite duration)

In Case C-706/23,

REQUEST for a preliminary ruling under Article 267 TFEU from the Curtea de Apel Iași (Court of Appeal, Iași, Romania), made by decision of 10 October 2023, received at the Court on 17 November 2023, in the proceedings

Școala gimnazială ‘Mihai Eminescu’ Vaslui

v

Uniunea Sindicală ‘Didactica’ Vaslui, acting for and on behalf of the following members:

KM and Others,

THE COURT (First Chamber),

composed of F. Biltgen, President of the Chamber, S. Gervasoni, A. Kumin, I. Ziemele (Rapporteur) and M. Bošnjak, Judges,

Advocate General: J. Richard de la Tour,

Registrar: V. di Bucci,

having regard to the written procedure,

after considering the observations submitted on behalf of:

- the Romanian Government, by E. Gane, R. Antonie and A. Wellman, acting as Agents,
- the European Commission, by C. Gheorghiu and D. Recchia, acting as Agents,

after hearing the Opinion of the Advocate General at the sitting on 26 March 2026,

gives the following

Judgment

1 This request for a preliminary ruling concerns the interpretation of Article 7(1) of Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time (OJ 2003 L 299, p. 9), Article 31(2) of the Charter of Fundamental Rights of the European Union ('the Charter'), Clause 4 of the framework agreement on part-time work, concluded on 6 June 1997 ('the framework agreement on part-time work'), which is set out in the annex to Council Directive 97/81/EC of 15 December 1997 concerning the Framework Agreement on part-time work concluded by UNICE, CEEP and the ETUC (OJ 1998 L 14, p. 9), and Clause 4 of the framework agreement on fixed-term work, concluded on 18 March 1999 ('the framework agreement on fixed-term work'), which is set out in the annex to Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP (OJ 1999 L 175, p. 43) (together, 'the two framework agreements').

2 The request has been made in proceedings between Școala gimnazială 'Mihai Eminescu' Vaslui ('Mihai Eminescu' secondary school, Vaslui, Romania) ('the employer'), on the one hand, and Uniunea Sindicală 'Didactica' Vaslui (Vaslui Teachers' Trade Union, Romania), acting for and on behalf of 14 of its members, namely KM and Others ('the employees concerned'), on the other, concerning the calculation of the pecuniary entitlements of the employees concerned, relating to paid annual leave and the grant of a meal allowance, to be added to the remuneration of those employees in the case of the accumulation of a full-time employment contract of indefinite duration and a part-time fixed-term employment contract.

Legal context

European Union law

Directive 2003/88

3 Article 7 of Directive 2003/88 provides:

'1. Member States shall take the measures necessary to ensure that every worker is entitled to paid annual leave of at least four weeks in accordance with the conditions for entitlement to, and granting of, such leave laid down by national legislation and/or practice.

2. The minimum period of paid annual leave may not be replaced by an allowance in lieu, except where the employment relationship is terminated.'

The framework agreement on part-time work

4 Clause 2.1 of the framework agreement on part-time work, entitled 'Scope', states:

'This Agreement applies to part-time workers who have an employment contract or employment relationship as defined by the law, collective agreement or practice in force in each Member State.'

5 Clause 3 of that framework agreement, entitled 'Definitions', provides:

'For the purpose of this agreement:

1. The term "part-time worker" refers to an employee whose normal hours of work, calculated on a weekly basis or on average over a period of employment of up to one year, are less than the normal hours of work of a comparable full-time worker.

2. The term "comparable full-time worker" means a full-time worker in the same establishment having the same type of employment contract or relationship, who is engaged in the same or a similar work/occupation, due regard being given to other considerations which may include seniority and qualification/skills.

Where there is no comparable full-time worker in the same establishment, the comparison shall be made by reference to the applicable collective agreement or, where there is no applicable collective agreement, in accordance with national law, collective agreements or practice.'

6 Under Clause 4 of the framework agreement on part-time work, entitled ‘Principle of non-discrimination’:

- ‘1. In respect of employment conditions, part-time workers shall not be treated in a less favourable manner than comparable full-time workers solely because they work part time unless different treatment is justified on objective grounds.
 2. Where appropriate, the principle of *pro rata temporis* shall apply.
 3. The arrangements for the application of this clause shall be defined by the Member States and/or social partners, having regard to European legislation, national law, collective agreements and practice.
- ...’

The framework agreement on fixed-term work

7 Clause 2.1 of the framework agreement on fixed-term work, entitled ‘Scope’, states:

‘This agreement applies to fixed-term workers who have an employment contract or employment relationship as defined in law, collective agreements or practice in each Member State.’

8 Clause 3 of that framework agreement, entitled ‘Definitions’, provides:

- ‘1. For the purpose of this agreement the term “fixed-term worker” means a person having an employment contract or relationship entered into directly between an employer and a worker where the end of the employment contract or relationship is determined by objective conditions such as reaching a specific date, completing a specific task, or the occurrence of a specific event.
2. For the purpose of this agreement, the term “comparable permanent worker” means a worker with an employment contract or relationship of indefinite duration, in the same establishment, engaged in the same or similar work/occupation, due regard being given to qualifications/skills.

Where there is no comparable permanent worker in the same establishment, the comparison shall be made by reference to the applicable collective agreement, or where there is no applicable collective agreement, in accordance with national law, collective agreements or practice.’

9 Under Clause 4 of the framework agreement on fixed-term work, entitled ‘Principle of non-discrimination’:

- ‘1. In respect of employment conditions, fixed-term workers shall not be treated in a less favourable manner than comparable permanent workers solely because they have a fixed-term contract or relation unless different treatment is justified on objective grounds.
 2. Where appropriate, the principle of *pro rata temporis* shall apply.
 3. The arrangements for the application of this clause shall be defined by the Member States after consultation with the social partners and/or the social partners, having regard to Community law and national law, collective agreements and practice.
- ...’

Romanian law

Law No 1/2011

10 Article 254(1) of Legea nr. 1 a educației naționale (Law No 1 on National Education) of 5 January 2011 (*Monitorul Oficial al României*, Part I, No 18 of 10 January 2011), in the version applicable to the dispute in the main proceedings (‘Law No 1/2011’), repealed by Legea nr. 198/2023 (Law No 198/2023) and Legea nr. 199/2023 (Law No 199/2023) from 3 September 2023, provided:

‘In educational establishments ..., teaching staff may be hired on an individual employment contract of indefinite duration or for a fixed term for a period not exceeding one school year, with the option of extending the contract, or on an hourly basis, according to the conditions provided for by law.’

11 Article 267 of that law provided:

‘(1) Teachers shall be entitled to 62 working days of paid annual leave during school holidays; in duly justified cases, the leadership of the educational establishment may interrupt statutory leave, with the persons in question being remunerated for the work done.

...

(3) The non-taking of annual leave shall give rise to a right to take the outstanding leave during the holidays of the following school year.’

12 Article 269 of Law No 1/2011 stated:

‘Management staff, guidance staff and inspection staff within education inspectorates, as well as management staff within pre-university educational establishments and related establishments, shall be entitled to annual leave in accordance with the Codul muncii (Labour Code).’

13 Article 270 of that law was worded as follows:

‘The norme metodologice (implementing rules) relating to the taking of statutory leave shall be drawn up by the Ministerul Educației și Cercetării (Ministry of Education and Research) together with those who represent the representative trade unions at the level of the education sector.’

The Labour Code

14 Article 35 of Legea nr. 53 privind Codul muncii (Law No 53 establishing the Labour Code) of 24 January 2003 (*Monitorul Oficial al României*, Part I, No 72 of 5 February 2003), in the republished version applicable to the dispute in the main proceedings (*Monitorul Oficial al României*, Part I, No 345 of 18 May 2011) (‘the Labour Code’), provides:

‘(1) Every employee has the right to work for different employers or for the same employer, under individual contracts of employment, without the working hours overlapping, receiving the corresponding salary for each of those contracts. No employer may apply unfavourable treatment to an employee exercising that right.

(2) Situations in which, by law, it is provided that the accumulation of duties is incompatible shall constitute an exception to the provisions of paragraph 1.’

15 Article 106 of the Labour Code is worded as follows:

‘(1) An employee hired under a part-time employment contract shall enjoy the rights of full-time employees, under the conditions laid down by law and by the applicable collective labour agreements.

(2) Salarial entitlements shall be granted in proportion to the actual working time, in relation to the entitlements established for normal hours of work.’

16 Article 144 of the Labour Code provides, in paragraph 1 thereof:

‘The right to paid annual leave is guaranteed for all employees.’

17 Under Article 150 of the Labour Code:

‘(1) For the period of annual leave, the employee shall receive a leave allowance, which may not be lower than the basic salary, allowances and benefits of a permanent nature due for that period, as provided for in the individual contract of employment.

(2) The annual leave allowance shall correspond to the daily average of the salarial entitlements provided for in paragraph 1 for the last 3 months preceding the month in which the leave was taken, multiplied by the number of days of leave.

...’

Framework Law No 153/2017

18 Article 18 of Legea-cadru nr. 153 privind salarizarea personalului plătit din fonduri publice (Framework Law No 153 on the remuneration of staff paid from public funds) of 28 June 2017 (*Monitorul Oficial al României*, Part I, No 492 of 28 June 2017), in the version applicable to the dispute in the main proceedings (‘Framework Law No 153/2017’), provides:

‘(1) Beginning on 1 December 2018, the authorising officers shall be required to grant, on a monthly basis, meal allowances at an annual rate of one twelfth of two guaranteed gross national minimum basic salaries ...

(2) The meal allowances provided for in paragraph 1 shall be granted in proportion to the actual working time during the previous month, in accordance with the provisions of Article 25(1).

...’

19 Article 11 of Section B, entitled ‘Specific rules applicable to teaching staff’ of Annex I to Framework Law No 153/2017 states:

‘Teaching staff shall have the right to annual leave, pursuant to Law No 1/2011, ... receiving an annual leave allowance calculated in accordance with the legal provisions applicable to staff paid from public funds.’

20 Article 12 thereof provides:

‘(1) Teaching staff, management staff, guidance staff and inspection staff, including teachers acting as methodologists, within pre-university educational establishments, may also receive their salary in the form of payment by the hour or cumulatively, pursuant to the provisions of Law No 1/2011, as subsequently amended and supplemented. The calculation for payment by the hour or cumulatively shall be the teaching workload provided for by Law No 1/2011, as subsequently amended and supplemented.

(2) The arrangements for applying the provisions of paragraph 1 shall be established by an order of the ministrul educației și cercetării (Minister for Education and Research).’

The ministerial orders relating to the taking of leave by teaching staff

21 Article 5 of the Normele metodologice privind efectuarea concediului de odihnă al personalului didactic din învățământ (Implementing Rules relating to the taking of annual leave by teaching staff) set out in the annex to Ordinul nr. 5559 al ministrului Educației, Cercetării, Tineretului și Sportului pentru aprobarea Normelor metodologice privind efectuarea concediului de odihnă al personalului didactic din învățământ (Order No 5559 of the Minister for Education, Research, Youth and Sport approving the Implementing Rules relating to the taking of annual leave by teaching staff) of 7 October 2011 (*Monitorul Oficial al României*, Part I, No 723 of 13 October 2011), in the version applicable to the dispute in the main proceedings (‘Order No 5559/2011’), repealed from 11 July 2021, stated:

‘(1) Currently serving teaching staff who also carry on activity which is paid by the hour shall have the right to paid annual leave only in respect of the basic post for which they have concluded a contract of employment.

(2) Retired teaching staff hired under a fixed-term employment contract paid by the hour, whether on a full-time or part-time basis, shall be entitled to annual leave proportional to the actual working time, calculated in accordance with the provisions of Article 2(5).’

22 Article 3 of the Normele metodologice privind efectuarea concediului de odihnă a personalului didactic de predare, de conducere, de îndrumare și control și al personalului de cercetare din învățământul de stat (Implementing Rules relating to the taking of annual leave by teaching staff, management staff, guidance staff and inspection staff, as well as research staff in the state education sector) set out in the annex to Ordinul nr. 4050 al ministrului Educației pentru aprobarea Normelor metodologice privind efectuarea concediului de odihnă a personalului didactic de predare, de conducere, de îndrumare și control și al personalului de cercetare din învățământul de stat (Order No 4050 of the Minister for Education approving the Implementing Rules relating to the taking of annual leave by teaching staff, management staff, guidance staff and inspection staff, as well as research staff in the state education sector) of 29 June 2021 (*Monitorul Oficial al României*, No 688 of 12 July 2021) ('Order No 4050/2021') provides, in paragraphs 2 and 5 thereof:

'(2) Teachers who have carried on teaching activity for a part of a school/university year shall have the right to annual leave the duration of which shall be calculated in proportion to the period worked during that school/university year.

...

(5) Teachers hired on a part-time basis shall be entitled to annual leave in proportion to the actual working time, calculated in accordance with the provisions of paragraphs 2 to 4. Teachers hired on a part-time basis in two or more educational establishments shall have the right to annual leave at the level of each educational establishment in proportion to the working time.'

23 Article 4 of that order provides:

'(1) Teachers who, in the course of a school/university year, carry on activity successively in several educational establishments/institutions shall be granted annual leave by the establishment/institution where they are working at the time of commencement of the school holidays. In this scenario, the leave allowance shall be borne by all the educational establishments/institutions where those teachers have been hired, in proportion to the period worked at each of those establishments/institutions in the course of that school/university year.

...'

24 Article 5 of that order states:

'(1) Currently serving teaching staff who also carry on activity which is paid by the hour shall have the right to paid annual leave only in respect of the basic post for which they have concluded a contract of employment.

(2) Retired teaching staff hired under an employment contract paid by the hour, whether on a full-time or part-time basis, shall be entitled to annual leave proportional to the actual working time, calculated in accordance with the provisions of Article 3.'

The dispute in the main proceedings and the questions referred for a preliminary ruling

25 Between 2019 and 2022, the employees concerned concluded, with the employer, part-time fixed-term contracts, providing for remuneration by the hour, for a period running from September to June of each school year. Those contracts were accumulated with full-time employment contracts of indefinite duration which those employees had concluded, as teaching staff or as auxiliary teaching staff, with that educational establishment or, in one case, with another educational establishment.

26 It is apparent from the order for reference that, during the period in question, the employees concerned benefited from between 27 and 62 days of leave. The pecuniary entitlements connected with the periods of annual leave, as well as the meal allowance, were calculated exclusively on the basis of the full-time employment contract of indefinite duration, with no account being taken of the activity performed in connection with the part-time fixed term employment contracts.

- 27 The employees concerned, represented by the Vaslui Teachers' Trade Union, brought an action before the Tribunalul Vaslui (Regional Court, Vaslui, Romania), requesting that the employer be ordered to pay them, first, the paid annual leave allowances and, second, the meal allowances in proportion to the actual working time, on the basis of the salaries received in connection with the system of payment by the hour.
- 28 By a ruling of 17 March 2023, the Tribunalul Vaslui (Regional Court, Vaslui) upheld that action.
- 29 First, regarding the determination of the pecuniary entitlements connected with the periods of annual leave, in order to disapply the regulatory administrative acts, namely Order No 5559/2011 and Order No 4050/2021, which limit the grant of paid annual leave to the employment contract concluded in relation to the basic post, that is to say, to the full-time contract of indefinite duration, that court held that Article 144(1) of the Labour Code, which guarantees the right to paid annual leave, has higher legal standing than those acts in the hierarchy of norms. It also relied on the combined application of Article 7 of Directive 2003/88 and Clause 4 of the framework agreement on part-time work, relating to the principle of non-discrimination, as interpreted by the Court of Justice, in order to find that the national legislation limiting the grant of paid annual leave is incompatible with those provisions.
- 30 The Tribunalul Vaslui (Regional Court, Vaslui) noted that that legislation disregarded the relevant provisions of EU law pursuant to which the right to paid annual leave is an unconditional and mandatory right and, as regards employment conditions, part-time employees must not be treated less favourably than full-time employees.
- 31 Second, regarding the meal allowance claimed in proportion to the actual working time, the court of first instance held, for the purpose of ordering that that allowance be paid to the employees concerned, that the applicable legislation, namely Article 18 of Framework Law No 153/2017, makes no distinction depending on the nature of the contract of employment concluded by the employee.
- 32 Thus, it held that both the refusal to recognise such a right to paid annual leave and the refusal to grant the meal allowance provided for by the national legislation, in a situation where no distinction is made depending on the nature of the contract of employment in question, was not justified.
- 33 The employer has brought an appeal against that ruling before the Curtea de Apel Iași (Court of Appeal, Iași, Romania), which is the referring court, confining that appeal to the grant of the annual leave allowance.
- 34 The employer argues that the basic salary of a teacher recruited under an employment contract of indefinite duration constitutes the reference for calculating the hourly remuneration applicable to vacant or reserved teaching posts. It maintains that teaching activity remunerated by the hour must be regarded as being an element supplementing the employment contract of indefinite duration and emphasises that the national legislature has provided that the annual leave allowance cannot be allocated except with regard to the reference working time, that is to say, the working time covered by the full-time employment contract of indefinite duration.
- 35 The referring court notes that, first, the legal question at issue in the present case concerns the remuneration payable in respect of paid annual leave and not the duration of the rest period, as the national legislation provides, in respect of the employees concerned, for paid annual leave the duration of which exceeds the minimum duration guaranteed by Directive 2003/88.
- 36 Second, that court considers that that legislation establishes a difference in treatment between employees hired on the basis of a single contract of employment, who receive remuneration in respect of the right to paid annual leave which is calculated in relation to income received, and employees accumulating two separate contracts of employment, like the employees concerned, whose pecuniary entitlements relating to that leave are calculated solely in relation to the income derived from the performance of the basic contract – corresponding to the full-time employment contract of indefinite duration.
- 37 In that context, the referring court expresses doubts, in the first place, as to whether the national legislation is in line with Article 7(1) of Directive 2003/88 and the principle of non-discrimination set

out in the respective fourth clauses of the two framework agreements as regards the method for calculating the remuneration payable in respect of the paid annual leave of the employees concerned.

38 In the second place, that court has questions, in light of the wording of the respective fourth clauses of the two framework agreements, regarding the obligation of the employer to pay the employees concerned the meal allowance in relation to the performance of the second contract, namely the part-time fixed-term contract, whereas only the activity performed under the basic contract is currently taken into account by that employer.

39 The referring court considers that the employees concerned are the subject of less favourable treatment and that the reasoning set out in Article 18 of Framework Law No 153/2017, which enshrines the right to the meal allowance by setting a maximum level which is reached only by the working time completed on a full-time basis, as provided for in the basic contract of employment, is not such as to justify that difference in treatment with regard to the employees concerned.

40 That court presumes that, where an employee has simultaneously concluded two contracts of employment with the same employer or with different employers, as is the case in this instance, the right to the annual leave provided for in Article 7 of Directive 2003/88 must be guaranteed in respect of each of those contracts, both the full-time employment contract of indefinite duration and the part-time fixed-term contract. Relying on the judgment of the Court of Justice of 11 November 2015, *Greenfield* (C-219/14, EU:C:2015:745), the referring court indicates that, if it is held that the meal allowance forms part of a teacher's normal remuneration relating to the performance of the part-time fixed-term contract, that allowance must also be included in the determination of the pecuniary entitlements relating to paid annual leave.

41 In those circumstances, the Curtea de Apel Iași (Court of Appeal, Iași) decided to stay the proceedings and to refer the following questions to the Court of Justice for a preliminary ruling:

- ‘(1) Are Article 7(1) of Directive 2003/88, Article 31(2) of the [Charter], Clause 4[.1] of the framework agreement on part-time work, annexed to [Directive 97/81], [and] Clause 4[.1] of [the framework agreement on fixed-term work], annexed to [Directive 1999/70], to be interpreted as precluding national legislation which provides that, where a worker has multiple employment contracts in the field of [pre-university teaching] – [namely] a full-time contract of indefinite duration [in relation to] the basic post held and a part-time fixed-term contract[, that is to say] a contract with hourly pay – the worker is entitled to remuneration in respect of paid leave calculated in relation to the basic post only?
- (2) Are Clause 4[.1] of the framework agreement on part-time work, annexed to [Directive 97/81], Clause 4[.1] of [the framework agreement on fixed-term work], annexed to [Directive 1999/70], and Article 7(1) of Directive 2003/88, to be interpreted as precluding national laws and practices which, where [pre-university teaching staff] have multiple employment contracts – [namely] a full-time contract in relation to the basic post held and a part-time fixed-term contract[, that is to say, a] contract with hourly pay – prevent a meal allowance from being granted in proportion to the actual time worked under the part-time fixed-term contract and prevent that allowance from being included in the calculation of paid annual leave?’

Procedure before the Court

42 By decision of 10 December 2024, the Court assigned the present case to the Sixth Chamber and decided that a ruling would be given in the case without a hearing and without an Opinion.

43 At the request of the Sixth Chamber, submitted pursuant to Article 60(3) of the Rules of Procedure of the Court of Justice, the Court decided, on 28 October 2025, to reassign the present case to the First Chamber. In addition, the Court decided that a ruling would be given in the case without a hearing, but with an Opinion.

44 By order of 5 December 2025, *Școala gimnazială ‘Mihai Eminescu’* (C-706/23, EU:C:2025:951), the Court, after hearing the Advocate General, ordered that the oral part of the procedure be opened, in

accordance with Article 83 of the Rules of Procedure.

45 On 26 March 2026, the Advocate General delivered his Opinion.

Consideration of the questions referred

The first question

- 46 By its first question, the referring court asks, in essence, whether Article 7(1) of Directive 2003/88, read in the light of Article 31(2) of the Charter, as well as the respective first paragraphs of the fourth clauses of the two framework agreements, are to be interpreted as precluding a piece of national legislation which provides, in the event of the accumulation, by an employee, of a full-time employment contract of indefinite duration and a part-time fixed-term employment contract providing for remuneration by the hour, that the remuneration payable to that employee in respect of paid annual leave is not to take account of the working time completed and the income received in connection with the performance of the latter contract.
- 47 In order to provide a useful answer to the first question, it should, as a preliminary point, be borne in mind that, pursuant to Article 7(1) of Directive 2003/88, every worker is entitled to paid annual leave of at least four weeks.
- 48 That right, conferred on every worker, reflects and gives effect to the fundamental right to an annual period of paid leave, enshrined in Article 31(2) of the Charter (see, to that effect, judgment of 25 November 2021, *job-medium*, C-233/20, EU:C:2021:960, paragraph 25 and the case-law cited).
- 49 It should also be borne in mind that, first, the right to paid annual leave constitutes a particularly important principle of EU social law from which there may be no derogations and whose implementation by the competent national authorities must be confined within the limits expressly laid down by Directive 2003/88 (see, to that effect, judgments of 26 June 2001, *BECTU*, C-173/99, EU:C:2001:356, paragraph 43, and of 25 November 2021, *job-medium*, C-233/20, EU:C:2021:960, paragraph 24 and the case-law cited).
- 50 Second, it should be specified that the right to annual leave constitutes only one of two aspects of the right to paid annual leave. That fundamental right also includes the right to obtain payment (see, to that effect, judgment of 25 November 2021, *job-medium*, C-233/20, EU:C:2021:960, paragraph 29 and the case-law cited).
- 51 The Court has specified that the expression ‘paid annual leave’ used in Article 7(1) of Directive 2003/88 means that, for the duration of the ‘annual leave’ within the meaning of that directive, remuneration must be maintained; in other words, workers must receive their normal remuneration for that period of rest (judgments of 13 December 2018, *Hein*, C-385/17, EU:C:2018:1018, paragraph 32 and the case-law cited, and of 9 December 2021, *Staatssecretaris van Financiën (Remuneration during paid annual leave)*, C-217/20, EU:C:2021:987, paragraph 26). According to that case-law, entitlement to paid annual leave must, in principle, be calculated by reference to the periods of actual work completed under the employment contract (judgment of 13 December 2018, *Hein*, C-385/17, EU:C:2018:1018, paragraph 27).
- 52 In that regard, the Court has indicated that the purpose of that requirement is to put the worker, when he or she exercises his or her right to paid annual leave, in a position which is, as regards salary, comparable to periods of work (judgments of 13 December 2018, *Hein*, C-385/17, EU:C:2018:1018, paragraph 33 and the case-law cited, and of 9 December 2021, *Staatssecretaris van Financiën (Remuneration during paid annual leave)*, C-217/20, EU:C:2021:987, paragraph 27).
- 53 The Court has also ruled that, pursuant to Article 7(1) of Directive 2003/88, an employer is required to grant the remuneration payable in respect of the period of paid annual leave only for the minimum period of annual leave provided for in that provision. However, that provision does not require that normal remuneration be granted in respect of the part of the worker’s annual leave which, under

national law, exceeds the minimum period of four weeks provided for by that directive (see, to that effect, judgment of 13 December 2018, *Hein*, C-385/17, EU:C:2018:1018, paragraph 41).

- 54 In addition, if national measures concerning the number of days of paid annual leave or the conditions for granting such days go beyond the minimum requirements laid down in Article 7(1) of Directive 2003/88, they cannot be used to compensate for the negative effect that a reduction in the remuneration payable in respect of that annual leave has on the worker without undermining the right to paid annual leave under that provision, an integral part of which is the right for the worker to enjoy, during his or her period of rest and relaxation, economic conditions which are comparable to those relating to the exercise of his or her employment (see, to that effect, judgments of 13 December 2018, *Hein*, C-385/17, EU:C:2018:1018, paragraph 43, and of 19 November 2019, *TSN and AKT*, C-609/17 and C-610/17, EU:C:2019:981, paragraph 35).
- 55 In that regard, the Court has noted that, when the remuneration paid in respect of the right to paid annual leave provided for in Article 7(1) of Directive 2003/88 is less than the normal remuneration that the worker receives during periods of actual work, the worker might well be encouraged not to take his or her paid annual leave, in so far as this would lead, during his or her annual leave, to a reduction in his or her remuneration (see, to that effect, judgments of 13 December 2018, *Hein*, C-385/17, EU:C:2018:1018, paragraph 44, and of 9 December 2021, *Staatssecretaris van Financiën (Remuneration during paid annual leave)*, C-217/20, EU:C:2021:987, paragraph 33).
- 56 In the present case, the referring court specifies that, for the employees concerned who accumulate a full-time employment contract of indefinite duration and a part-time fixed-term employment contract, the remuneration payable in respect of the paid annual leave provided for in Article 7(1) of Directive 2003/88 is to be calculated only on the basis of the income relating to the full-time employment contract of indefinite duration. Consequently, the income corresponding to the periods of actual work completed in connection with the part-time fixed-term employment contract is not to be taken into account in that calculation.
- 57 It must therefore be found that, at least as regards the duration of the minimum annual leave provided for in Article 7(1) of Directive 2003/88, that provision precludes a piece of national legislation which does not permit account to be taken, for the purpose of calculating the remuneration in respect of paid annual leave, of the income corresponding to the actual working time completed by the employees concerned in connection with their part-time fixed-term employment contract.
- 58 The amount of remuneration paid to workers in respect of the minimum paid annual leave provided for in Article 7(1) of Directive 2003/88 must not be less than the average normal remuneration provided for in respect of those workers during periods of actual work.
- 59 In that regard, as was emphasised by the Advocate General in points 46 and 47 of his Opinion, although the fact that a worker with a contract of indefinite duration is also bound to his or her employer under a fixed-term contract has no bearing on the application of Article 7 of Directive 2003/88, the exclusion of the hours worked under a part-time fixed-term contract from the calculation of the remuneration payable in respect of paid annual leave nonetheless requires that the applicability of the two framework agreements to the case of the accumulation of two employment contracts by the same employees, as in this instance, be examined.
- 60 Clause 4.1 of the framework agreement on fixed-term work prohibits, in respect of employment conditions, fixed-term workers being treated in a less favourable manner than comparable permanent workers solely because they are employed under a fixed-term contract, unless different treatment is justified on objective grounds. Similarly, in accordance with the objective of eliminating discrimination between part-time workers and full-time workers, Clause 4 of the framework agreement on part-time work, in respect of employment conditions, precludes part-time workers from being treated in a less favourable manner than comparable full-time workers solely because they work part time, unless different treatment is justified on objective grounds (judgment of 7 April 2022, *Ministero della Giustizia and Others (Status of Italian magistrates)*, C-236/20, EU:C:2022:263, paragraphs 32 and 33).
- 61 That prohibition on discrimination is merely a specific expression of the general principle of equality, which is one of the fundamental principles of EU law (judgments of 10 June 2010, *Bruno and Others*,

C-395/08 and C-396/08, EU:C:2010:329, paragraph 58 and the case-law cited, and of 4 September 2025, *Gnattai*, C-543/23, EU:C:2025:653, paragraphs 33 and 34 and the case-law cited).

- 62 As the wording of Clause 4.1 and Clause 4.2 of the framework agreement on part-time work and the wording of Clause 4.1 and Clause 4.2 of the framework agreement on fixed-term work are, in essence, identical, it must be stated that considerations set out in respect of one of those provisions also apply *mutatis mutandis* to the other (judgment of 7 April 2022, *Ministero della Giustizia and Others (Status of Italian magistrates)*, C-236/20, EU:C:2022:263, paragraph 34).
- 63 In order to determine whether the employees concerned have been subject to treatment in breach of the respective first paragraphs of the fourth clauses of the two framework agreements, it is necessary to analyse, first, the applicability *ratione personae* of those provisions.
- 64 Under Clause 3.1 of the framework agreement on part-time work, the term ‘part-time worker’ refers to a worker whose normal hours of work, calculated on a weekly basis or on average over a period of employment of up to one year, are less than the normal hours of work of a comparable full-time worker. Under Clause 3.1 of the framework agreement on fixed-term work, the term ‘fixed-term worker’ means a person having an employment contract or relationship entered into directly between an employer and a worker where the end of the employment contract or relationship is determined by objective conditions such as reaching a specific date, completing a specific task, or the occurrence of a specific event.
- 65 According to the case-law of the Court, Directive 1999/70 and the framework agreement on fixed-term work are applicable to all workers providing remunerated services in the context of a fixed-term employment relationship linking them to their employer, whether the employer is a public authority or another public-sector body (judgments of 13 September 2007, *Del Cerro Alonso*, C-307/05, EU:C:2007:509, paragraphs 25 and 28; of 8 September 2011, *Rosado Santana*, C-177/10, EU:C:2011:557, paragraphs 42, 55 and 58; of 20 June 2019, *Ustariz Aróstegui*, C-72/18, EU:C:2019:516, paragraph 24; and of 4 September 2025, *Gnattai*, C-543/23, EU:C:2025:653, paragraph 37).
- 66 Concerning the question whether the respective first paragraphs of the fourth clauses of the two framework agreements are applicable in the event of the accumulation of contracts with the same employer, as is, inter alia, the situation in the present case, it should be borne in mind, in the first place, that the Court has already held that, in the light of the objectives pursued by the two framework agreements, that their respective fourth clauses must be interpreted as constituting the expression of a principle of EU social law which cannot be interpreted restrictively (see, to that effect, judgments of 15 April 2008, *Impact*, C-268/06, EU:C:2008:223, paragraph 114; of 10 June 2010, *Bruno and Others*, C-395/08 and C-396/08, EU:C:2010:329, paragraph 32; and of 8 September 2011, *Rosado Santana*, C-177/10, EU:C:2011:557, paragraph 44).
- 67 In the second place, the Court has also already held that Clause 4.1 of the framework agreement on fixed-term work aims to apply the principle of non-discrimination to fixed-term workers in order to prevent an employer using such an employment relationship to deny those workers rights which are recognised for permanent workers (judgments of 7 April 2022, *Ministero della Giustizia and Others (Status of Italian magistrates)*, C-236/20, EU:C:2022:263, paragraph 35 and the case-law cited; of 20 February 2024, *X (Lack of reasons for termination)*, C-715/20, EU:C:2024:139, paragraph 42; and of 4 September 2025, *Gnattai*, C-543/23, EU:C:2025:653, paragraph 42).
- 68 In the third place, the Court has noted that a situation involving the accumulation of successive contracts, that is to say, a situation where a part-time employment contract is followed by a full-time employment contract, cannot be automatically excluded from the scope of the framework agreement on part-time work. The automatic exclusion of the application of that framework agreement in such a situation would, in disregard of the objective attributed to Clause 4 thereof, effectively reduce the scope of the protection against discrimination for the workers concerned and would give rise to an unduly restrictive interpretation of that clause, contrary to the case-law of the Court (see, to that effect, judgment of 7 July 2022, *Zone de secours Hainaut-Centre*, C-377/21, EU:C:2022:530, paragraphs 44 and 45).

- 69 That conclusion must be applied in the case of the accumulation of a full-time employment contract of indefinite duration and a part-time fixed-term employment contract, given that, as was emphasised by the Advocate General in point 63 of his Opinion, an interpretation of the respective first paragraphs of the fourth clauses of the two framework agreements which excludes from the scope of those framework agreements a situation involving accumulation of employment contracts – something which is not suggested by the wording of those clauses – would be tantamount to reducing the scope of the protection against discrimination for the workers concerned, contrary to the wording of those clauses and the context in which they occur, as well as the objective assigned thereto.
- 70 Furthermore, while it is true that Clause 2.2 of the framework agreement on part-time work allows Member States or the social partners to exclude, wholly or partly, from the terms of that framework agreement part-time workers who work on a casual basis, it should nonetheless be noted that such an exclusion is in no way automatic, as it is subject to a number of procedures and conditions (see, to that effect, judgment of 7 July 2022, *Zone de secours Hainaut-Centre*, C-377/21, EU:C:2022:530, paragraph 48). There is nothing in the file before the Court to permit a finding that the Romanian legislation has availed itself of such an exclusion.
- 71 In the light of the foregoing considerations, it must be held that each of the employees concerned is covered by the concepts of ‘fixed-term worker’ and ‘part-time worker’ for the purposes of the respective first paragraphs of the fourth clauses of the two framework agreements, read in conjunction with the respective first paragraphs of the third clauses thereof, and, thus, falls within the scope *ratione personae* of those provisions.
- 72 Second, as regards the question whether the remuneration payable in respect of paid annual leave is covered by the concept of ‘employment conditions’ referred to in the respective first paragraphs of the fourth clauses of the two framework agreements, it is apparent from the case-law that that concept encompasses conditions relating to remuneration (see, to that effect, judgments of 7 April 2022, *Ministero della Giustizia and Others (Status of Italian magistrates)*, C-236/20, EU:C:2022:263, paragraph 36, and of 7 July 2022, *Zone de secours Hainaut-Centre*, C-377/21, EU:C:2022:530, paragraph 52 and the case-law cited).
- 73 In particular, the Court has held that ‘employment conditions’ within the meaning of Clause 4.1 of the framework agreement on fixed-term work include the constituent parts of remuneration, including the level of those constituent parts, the right to paid annual leave and the conditions relating to retirement pensions which derive from the employment relationship (judgments of 7 April 2022, *Ministero della Giustizia and Others (Status of Italian magistrates)*, C-236/20, EU:C:2022:263, paragraph 38, and of 27 June 2024, *Peigli*, C-41/23, EU:C:2024:554, paragraph 43). The Court has given similar rulings regarding the concept of ‘employment conditions’ within the meaning of Clause 4.1 of the framework agreement on part-time work (judgments of 10 June 2010, *Bruno and Others*, C-395/08 and C-396/08, EU:C:2010:329, paragraph 42, and of 19 October 2023, *Lufthansa CityLine*, C-660/20, EU:C:2023:789, paragraphs 41 and 42).
- 74 Given that the right to paid annual leave includes a right to obtain payment, the remuneration payable in that respect is thus covered by the concept of ‘employment conditions’ for the purposes of the respective fourth clauses of the two framework agreements.
- 75 Accordingly, the situations at issue in the main proceedings fall within the scope *ratione materiae* of those clauses.
- 76 Third, it is necessary to assess whether the employees concerned, in the context of their part-time fixed-term contracts, are engaged in the same or similar work, for the purposes of the two framework agreements, to that carried out by persons employed by the same employer on a full-time basis for an indefinite period. In that regard, it is necessary to determine whether, in the light of a number of factors, such as the nature of the work, training requirements and working conditions, those employees can be regarded as being in a comparable situation (see, to that effect, judgment of 15 December 2022, *Presidenza del Consiglio dei Ministri and Others (University researchers)*, C-40/20 and C-173/20, EU:C:2022:985, paragraph 101 and the case-law cited).

- 77 Clause 3.2 of the framework agreement on part-time work indicates that the term ‘comparable full-time worker’ means a full-time worker in the same establishment having the same type of employment contract or relationship, who is engaged in the same or a similar work/occupation, due regard being given to other considerations which may include seniority and qualification/skills. Similarly, Clause 3.2 of the framework agreement on fixed-term work specifies that the term ‘comparable permanent worker’ means a worker with an employment contract or relationship of indefinite duration, in the same establishment, engaged in the same or similar work/occupation, due regard being given to qualifications/skills.
- 78 The Court has already held that, where fixed-term workers carry out the same duties as workers employed by the same employer for an indefinite period or hold the same post as them, it is necessary, in principle, to regard the situations of those two categories of workers as being comparable (judgments of 15 December 2022, *Presidenza del Consiglio dei Ministri and Others (University researchers)*, C-40/20 and C-173/20, EU:C:2022:985, paragraph 102 and the case-law cited, and of 19 October 2023, *Lufthansa CityLine*, C-660/20, EU:C:2023:789, paragraph 45).
- 79 It is apparent from the order for reference that, in the context of the accumulation of a full-time contract of indefinite duration and a part-time fixed-term contract, the employees concerned were taking over, through the conclusion of the latter contract, posts vacated by other teachers, thereby performing duties identical to those performed by those teachers.
- 80 It follows that, in the case of the accumulation of contracts in circumstances such as those at issue in the main proceedings, the criterion of comparability of situations is fulfilled, that is to say, the situation of the employees concerned as persons employed under a part-time fixed-term contract is comparable to that of persons employed by the same employer on a full-time basis for an indefinite period.
- 81 Fourth, regarding the difference in treatment to the detriment of the employees concerned, it is apparent from the order for reference that Article 5 of Order No 5559/2011 and Article 5 of Order No 4050/2021, in so far as those employees accumulate a basic contract, as full-time permanent workers, and a second contract, as part-time fixed-term workers remunerated by the hour, does not permit account to be taken, in the calculation of the remuneration payable in respect of paid annual leave, of the income received in connection with that second contract.
- 82 Accordingly, subject to verification by the referring court, it must be held that the employees concerned are subject to less favourable treatment as regards the calculation of the remuneration payable in respect of paid annual leave in the case of the accumulation of two contracts of employment, one on a full-time basis for an indefinite period and the other on a part-time basis for a fixed term.
- 83 It should be borne in mind that the respective fourth clauses of the two framework agreements preclude part-time fixed-term workers from being treated less favourably than comparable full-time permanent workers solely because they work part time for a fixed term, unless different treatment is justified on objective grounds (see, to that effect, judgments of 20 June 2019, *Ustariz Aróstegui*, C-72/18, EU:C:2019:516, paragraph 23, and of 5 May 2022, *Universiteit Antwerpen and Others*, C-265/20, EU:C:2022:361, paragraph 43).
- 84 In addition, the concept of ‘objective grounds’, referred to in the respective first paragraphs of the fourth clauses of the two framework agreements, cannot be understood as permitting a difference in treatment between fixed-term workers and permanent workers, or between part-time workers and full-time workers, to be justified on the basis that the difference is provided for by a general, abstract national norm, such as a law or collective agreement. That concept requires the unequal treatment to be justified by the presence of precise and concrete factors, characterising the employment condition to which it relates, in the specific context in which it occurs and on the basis of objective and transparent criteria, in order to ensure that that unequal treatment in fact responds to a genuine need, is appropriate for achieving the objective pursued and is necessary for that purpose. Those factors may result, in particular, from the specific nature of the tasks for the performance of which the fixed-term contracts were concluded and from the inherent characteristics of those tasks or, as the case may be, from pursuit of a legitimate social-policy objective of a Member State (judgments of 5 May 2022, *Universiteit Antwerpen and Others*, C-265/20, EU:C:2022:361, paragraphs 53 and 54, and of 20 February 2024, X

(*Lack of reasons for termination*), C-715/20, EU:C:2024:139, paragraphs 58 and 59 and the case-law cited).

- 85 In the present case, as is apparent from the order for reference, the national courts have held that the treatment of the employees concerned is not discriminatory in so far as the legislation at issue is intended to ensure the continuity of teaching activity, either where the holder of the post is unable to work, or in hard-to-reach areas, where there are insufficient numbers of teaching staff.
- 86 As regards the question whether the difference in treatment at issue in the main proceedings responds to a genuine need, contributes to achieving the objective pursued, and is necessary for that purpose, it is necessary to emphasise the legitimacy of the objective in itself, namely ensuring the continuity of teaching activity. It appears, however, that the national legislation at issue is not justified in view of that objective. Indeed, it is apparent from the order for reference that the failure, when calculating the remuneration payable in respect of the paid annual leave of the employees concerned, to take into account the work completed and the income received in connection with the part-time fixed-term employment contract, is unrelated to that objective.
- 87 Consequently, it must be held that the difference in treatment of the employees concerned is not justified on objective grounds in the light of the respective first paragraphs of the fourth clauses of the two framework agreements, as regards the calculation of the remuneration payable in respect of paid annual leave.
- 88 In the light of all the foregoing considerations, the answer to the first question is that Article 7(1) of Directive 2003/88, read in the light of Article 31(2) of the Charter, as well as the respective fourth clauses of the two framework agreements, must be interpreted as precluding a piece of national legislation which provides, in the event of the accumulation, by an employee, of a full-time employment contract of indefinite duration and a part-time fixed-term employment contract providing for remuneration by the hour, that the remuneration payable to that employee in respect of paid annual leave is not to take account of the working time completed and the income received in connection with the performance of the latter contract.

The second question

- 89 By its second question, the referring court asks, in essence, whether Article 7(1) of Directive 2003/88 and the respective first paragraphs of the fourth clauses of the two framework agreements are to be interpreted as precluding national legislation and practice pursuant to which, in the event of the accumulation, by an employee, of a full-time employment contract of indefinite duration and a part-time fixed-term employment contract providing for remuneration by the hour, (i) a meal allowance is to be granted to that employee by way of consideration only for the actual working time completed in performing the full-time employment contract of indefinite duration and (ii) the amount of that allowance is not to be included in the calculation of the remuneration payable in respect of paid annual leave.
- 90 As a preliminary point, it should be noted that the referring court has specified that the meal allowance at issue in the main proceedings is governed by Framework Law No 153/2017 and constitutes a component of remuneration. In order to receive that allowance, it is not necessary to prove that the amount allocated is actually intended to cover the costs of meals. Moreover, that allowance is included in monthly salary income and is subject to the same taxes and charges as that income.
- 91 Accordingly, the grant of the meal allowance forms part, in respect of an employee's right to paid annual leave guaranteed by Article 7(1) of Directive 2003/88, of the right of that employee to enjoy, during his or her period of leave, economic conditions comparable to those concerning the performance of his or her work and, as has been recalled in paragraph 51 of the present judgment, is a component of the entitlement to paid annual leave which must, in principle, be calculated by reference to the periods of actual work. It is in that context that the referring court considers that the employees concerned have been the subject of less favourable treatment in terms of remuneration, as regards the meal allowance which is to be granted only in respect of the actual working time completed in connection with a full-time contract of indefinite duration and not in respect of that completed in connection with the part-time fixed-term contract.

- 92 In that regard, first, as has been indicated in paragraph 71 of the present judgment, the employees concerned fall within the scope *ratione personae* of the two framework agreements.
- 93 Second, concerning the question whether the meal allowance is covered by the concept of ‘employment conditions’ referred to in the respective first paragraphs of the fourth clauses of the two framework agreements, it is apparent from the order for reference that the meal allowance constitutes salary income. In addition, as has been recalled in paragraph 73 of the present judgment, the Court has held that ‘employment conditions’ encompass conditions relating to remuneration (see, to that effect, judgment of 19 October 2023, *Lufthansa CityLine*, C-660/20, EU:C:2023:789, paragraph 41 and the case-law cited).
- 94 Accordingly, it must be held that the meal allowance, as a constituent part of remuneration, is covered by the concept of ‘employment conditions’ for the purposes of the respective first paragraphs of the fourth clauses of the two framework agreements.
- 95 Third, as regards the comparability of the situations, as has been stated in paragraphs 79 and 80 of the present judgment, it must be held that the employees concerned, as persons employed under part-time fixed-term contracts, are in a comparable situation to that of persons employed by the same employer on a full-time basis for an indefinite period.
- 96 Fourth, as regards whether there is a difference in treatment, the referring court specifies that the meal allowance is regulated by Article 18 of Framework Law No 153/2017 and represents one-twelfth of two guaranteed gross national minimum basic salaries. That allowance is to be granted in proportion to the actual working time in the course of the preceding month, within the limit laid down in Article 25(1) of that framework law, namely 30% of basic salaries.
- 97 As is apparent from the order for reference, the grant of the meal allowance to the employees concerned who have concluded, in parallel, a ‘basic contract’, corresponding to the full-time employment contract of indefinite duration, and a part-time fixed-term employment contract, is to be effected by taking into account only the actual work completed in connection with that ‘basic contract’ and, consequently, with the ‘basic salary’ received thereunder.
- 98 In those circumstances, provided that ‘basic salary’ means ‘salary relating to the basic contract’, which it is for the referring court to verify, it should be noted that the employees concerned are the subject of less favourable treatment than persons employed under a full-time contract of indefinite duration, because the calculation of the meal allowance does not include either the actual work completed in connection with the part-time fixed-term contract or the income received in that regard.
- 99 The referring court indicates that that difference in treatment is justified by the reference to the national legislation which enshrines the right to the meal allowance and fixes the maximum level for that allowance at 30% of basic salaries; a maximum level which is usually reached in connection with the performance of a ‘basic contract’.
- 100 Furthermore, according to the dissenting opinion expressed in the ruling handed down at first instance, to which the referring court has made reference, the difference in treatment at issue is justified by the objective of ensuring that employees enjoy a balanced diet and thus optimal health. According to that dissenting opinion, given that the employees concerned receive the meal allowance under the ‘basic contract’ they cannot also receive it on the basis of the actual work completed in connection with the part-time fixed-term contract providing for remuneration by the hour, as that allowance is granted in proportion to the actual working time, which relates to the working day and not the hours worked.
- 101 However, as is apparent from paragraph 90 of the present judgment, the meal allowance at issue in the main proceedings is a constituent part of the monthly salary income paid, irrespective of the costs actually borne in respect of meals.
- 102 As is apparent from paragraph 83 of the present judgment, the employees concerned, as persons employed under part-time fixed-term contracts, cannot be treated less favourably than persons employed under full-time contracts of indefinite duration, unless different treatment is justified on objective grounds.

- 103 In addition, the Court has already held that the remuneration of part-time workers must be equivalent to that of full-time workers, subject to the application of the principle *pro rata temporis* set out in Clause 4.2 of the framework agreement on part-time work (see, to that effect, judgment of 19 October 2023, *Lufthansa CityLine*, C-660/20, EU:C:2023:789, paragraph 53).
- 104 In the present case, the employees concerned do not receive the meal allowance as part of the remuneration for the actual work performed under the part-time fixed-term employment contract because, as has been indicated in paragraph 99 of the present judgment, the maximum level of the meal allowance is normally reached in connection with the performance of a ‘basic contract’. In those circumstances, it appears, subject to verification by the referring court, that the principle *pro rata temporis* set out in the respective second paragraphs of the fourth clauses of the two framework agreement is not being applied correctly.
- 105 Having regard to the foregoing, the answer to the second question is that Article 7(1) of Directive 2003/88 and the respective first paragraphs of the fourth clauses of the two framework agreements must be interpreted as precluding national legislation and practice pursuant to which, in the event of the accumulation, by an employee, of a full-time employment contract of indefinite duration and a part-time fixed-term employment contract providing for remuneration by the hour, (i) a meal allowance is to be granted to that employee by way of consideration only for the actual working time completed in performing the full-time employment contract of indefinite duration and (ii) the amount of that allowance is not to be included in the calculation of the remuneration payable in respect of paid annual leave.

Costs

- 106 Since these proceedings are, for the parties to the main proceedings, a step in the action pending before the referring court, the decision on costs is a matter for that court. Costs incurred in submitting observations to the Court, other than the costs of those parties, are not recoverable.

On those grounds, the Court (First Chamber) hereby rules:

1. **Article 7(1) of Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time, read in the light of Article 31(2) of the Charter of Fundamental Rights of the European Union, Clause 4.1 of the framework agreement on part-time work, concluded on 6 June 1997, which is set out in the annex to Council Directive 97/81/EC of 15 December 1997 concerning the Framework Agreement on part-time work concluded by UNICE, CEEP and the ETUC, and Clause 4.1 of the framework agreement on fixed-term work, concluded on 18 March 1999, which is set out in the annex to Council Directive 1999/70/EC of 28 June 1999 concerning the framework agreement on fixed-term work concluded by ETUC, UNICE and CEEP,**

must be interpreted as precluding a piece of national legislation which provides, in the event of the accumulation, by an employee, of a full-time employment contract of indefinite duration and a part-time fixed-term employment contract providing for remuneration by the hour, that the remuneration payable to that employee in respect of paid annual leave is not to take account of the working time completed and the income received in connection with the performance of the latter contract.

2. **Article 7(1) of Directive 2003/88, Clause 4.1 of the framework agreement on part-time work, concluded on 6 June 1997, which is set out in the annex to Directive 97/81, and Clause 4.1 of the framework agreement on fixed-term work, concluded on 18 March 1999, which is set out in the annex to Directive 1999/70,**

must be interpreted as precluding national legislation and practice pursuant to which, in the event of the accumulation, by an employee, of a full-time employment contract of indefinite duration and a part-time fixed-term employment contract providing for

remuneration by the hour, (i) a meal allowance is to be granted to that employee by way of consideration only for the actual working time completed in performing the full-time employment contract of indefinite duration and (ii) the amount of that allowance is not to be included in the calculation of the remuneration payable in respect of paid annual leave.

[Signatures]

* Language of the case: Romanian.